

I, Staley III, James Edgar, hereafter referred to as the "Affiant", having firsthand knowledge of the facts stated herein, above the age of majority, and being competent in mind and body to testify, declare and affirm that the facts stated herein are true, correct, and complete in all material facts, not misrepresented and made under oath.

When I was contacted by B & B Equity Group to come work for them, which consists of Bob Eberle and Bob Koppel to the best of my knowledge, I was acting and relying in complete faith and assurance that the owners of the company were acting in full compliance and full knowledge of the law. Both of the owners of the company were in their late 70's and early 80's and seemed to be in the business for quite some time. They seemed quite knowledgeable in both their product and the industry at large, which was expanding internationally. When I decided to go to work for them, they gave me a full and complete training on the product, the industry and how to sell the product. I was told that they had been selling this for years and they were looking for someone to expand their business in Missouri. I simply presented and offered the product exactly how I was trained. At the time, I was given a 10% commission contract. Then, they increased my commission to 20% after they made me a sales manger, so that I could offer other agents that were recruited a competitive commission. Only one gentleman from Florida ever ended up being recruited and approved by the owners. I never met him in person and I trained him just like the owners trained me. Somehow, he did not get indicted and all of his sales totaling over 1.1 million dollars was transferred to my liability because I trained him, yet I was not able to transfer my 2.2 million dollars in sales to the owners of the company that trained me. I trusted the owners years of experience, the fact they were senior citizens themselves, and the fact they had insurance companies and fiduciary trustees at banks signing off on the contracts as well. I felt very comfortable. I had no idea that the owners, who were never indicted in this case, were already indicted in different states with a different company. If I would have known that from the beginning, I would have never went to work for them. In any case, it is a certain fact that I was operating under complete faith and trust that the company and owners that I worked for were legitimate, honest, upright, and above board in all of their dealings. There was never any intention to defraud any of my clients. I had known many of them for years and had a great relationship with virtually all of them. Some, even offered to babysit my children at times. One of them was even a very close friend of my family. If the market would not have crashed in 2008, there would have been plenty of buyers to purchase these products on an institutional level. This is why when the state of Missouri securities division investigated the case, they concluded that the product was a legitimate security and that there was no criminal intent whatsoever. During that investigation, the insurance company wrote a letter to the state of Missouri admitting fault in the product and taking responsibility. They indicated clearly that they would rescind the policies and refund all of the investors money that was held with them. The state never held them to their commitment and I was not allowed to speak to my clients at that time to tell them how to get the majority of their money back. This was very unfair to these clients which could have easily received most of their money back if the state would have followed through. I not only acted in good faith from those that owned the company, I operated in good faith from the insurance companies as well, and did my very best to help my clients get a large portion of their money back, but was prevented by the law from doing so. I changed my plea because at the time, I was told by my attorney that even though I didn't have to plead guilty, if I didn't, I would most certainly get at least 15 years. I was told that even though it is clear that there was no "intentional fraud" in laymen's terms, according to the strict statutory law, because people lost money and I was the salesman that represented the product on behalf of the company, and because there is no such thing as "accidental fraud" in the eyes of statutory law, I was told that all fraud is forced into the category of "intentional fraud". Using the fundamental principles of "Grace and Good Conscience" that are found in the Laws of Equity, which say that intent is never imputed by result but by motive, unlike statutory law where intent is imputed by result regardless of motive, I cannot in good conscience continue to plead guilty to a definition that is both flawed and inaccurate to this situation. One of the major Maxims of Equity says "Where the rules of Equity and the rules of common law are in conflict over the same subject matter, the rules of Equity shall prevail"-Gibson. Therefore, because one is standing now in proper status in full equity with the backing and assurance of the United States government in that status, one simply cannot in good conscience continue in a guilty plea just because the law itself is flawed and leaves no room for any other conclusion but intentional fraud.

*Staley III, James Edgar*

Staley III, James Edgar-Grantee without prejudice, without recourse, Private American National citizen of the "United States of America", residing in a non-military occupied private estate, outside any "Federal District", not subject to the jurisdiction of the "United States".

Below notary signature is for verification purposes only and is not meant to subject one to any federal jurisdiction.

**RECEIVED**

jurat

STATE OF ILLINOIS )

NOV 16 2015

COUNTY OF MARION ) ss.

U.S. District Court  
Eastern District of MO

Subscribed and affirmed to before me this 9 day of November, in the year of two thousand fifteen (2015).

*Jason Jarrett*

(NOTARY PUBLIC)

My commission expires on 4/16/2017

